

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

DR. JOSHUA LEBLANC and ALPHA
LEBLANC PROPERTIES, LLC,

v.
Plaintiff

* NUMBER:
*
*

* DISTRICT JUDGE:
*
*

MT. HAWLEY INSURANCE COMPANY,
Defendant

* MAGISTRATE JUDGE:
*

* * * * *

NOTICE OF REMOVAL

Defendant Mt. Hawley Insurance Company (“Mt. Hawley”) files this Notice of Removal of this action from the 22nd Judicial District Court for the Parish of Tammany, State of Louisiana, to the United States District Court for the Eastern District of Louisiana, the district in which the 22nd Judicial District Court of St. Tammany is located. By filing this Notice of Removal, Mt. Hawley preserves, and does not waive, its right to raise any and all rights, defenses, exceptions, objections, and demands in both state and federal court. This Notice of Removal is filed pursuant to 28 U.S.C. §§ 1441 and 1446. In support hereof, Mt. Hawley respectfully shows this Court as follows:

PLAINTIFFS' ALLEGATIONS

1. On January 28, 2025, Plaintiffs Dr. Joshua Leblanc and Alpha Leblanc Properties, LLC (“Plaintiffs”) commenced an action against Mt. Hawley in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana, entitled *Dr. Joshua Leblanc and Alpha Leblanc Properties, LLC vs. Mt. Hawley Insurance Company*, pending as Case No. 20250128, Div. “B,” (the “State Court Case”).

2. Plaintiffs’ Petition for Damages (“Petition”) contends that their property sustained damage covered under a policy of property insurance issued by Mt. Hawley. (Pl.’s Pet., Ex. A at

¶ 6-28.) The Petition alleges that Mt. Hawley committed breach of contract and violations of Louisiana law by purportedly refusing to pay for covered damages under the insurance policy, and further alleges that Mt. Hawley is liable for statutory penalties under Louisiana Revised Statutes 22:1892 and 22:1973, and for attorney fees. (*Id.* at ¶ 29-45.)

TIMELINESS OF REMOVAL

3. Defendant Mt. Hawley received Plaintiff's Petition in the State Court Case on January 28, 2025. Accordingly, removal is timely because thirty (30) days have not elapsed since Mt. Hawley first received the Petition, as required by 28 U.S.C. § 1446(b).

BASIS OF REMOVAL – DIVERSITY JURISDICTION

Ground for Removal: Diversity

4. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332, in that this is a civil action where the matter in controversy exceeds \$75,000, and is between citizens of different States.

A. There is complete diversity between Plaintiffs and Mt. Hawley.

5. For purposes of determining diversity, a limited liability company is a citizen of every state where any of its members are citizens. *Harvey v. Grey Wolf Drilling Co.*, 542 F.3d 1077 (5th Cir. 2008). A corporation is a citizen of every State where it is incorporated and the State where it has its principal place of business. 28 U.S.C. § 1332(c)(1). An individual is a citizen of the state of his or her domicile, which is the place of his or her true, fixed, and permanent home and principal establishment, to which he or she has the intention of returning whenever absent therefrom. *See Stine v. Moore*, 213 F.2d 446, 448 (5th Cir. 1954).

6. According to materials from the Louisiana Secretary of State, Plaintiff Alpha Leblanc Properties, LLC, was at the time of the filing of this action, has been at all times since,

and still is a limited liability company organized under the laws of Louisiana with its principal place of business in Louisiana. Alpha Leblanc Properties, LLC's sole member is., Dr. Joshua Leblanc. Dr. Joshua Leblanc is an individual who resides and is domiciled in Louisiana. Accordingly, Plaintiff Alpha Leblanc Properties, LLC is a citizen of Louisiana for purposes of determining diversity jurisdiction.

7. Plaintiff Dr. Joshua Leblanc is an individual resident and domiciled in the State of Louisiana and therefore is a citizen of Louisiana for purposes of determining diversity jurisdiction.

8. Defendant Mt. Hawley is a corporation that is incorporated in the State of Illinois, with its principal place of business in Illinois. Accordingly, Mt. Hawley is a citizen of the State of Illinois for purposes of determining diversity jurisdiction, and not a citizen of the State of Louisiana.

9. Complete diversity exists in this case and removal is proper because Plaintiffs are citizens of Louisiana and Mt. Hawley is a citizen of Illinois.

B. The amount in controversy exceeds the federal minimum jurisdictional requirements.

10. In its Petition filed in the State Court Case, Plaintiffs assert claims against Mt. Hawley for breach of contract and violations of Louisiana statutes. (*See Petition, at ¶¶ 29-45*). Plaintiffs' Petition does not allege a specific amount they seek to recover as damages. The Petition does allege that Plaintiffs' public adjuster prepared an estimate totaling \$493,632.71 (RCV) / \$454,503.48 (ACV), which Plaintiffs allege constituted "satisfactory proof of loss" for the alleged damage from the November 25, 2023, storm event but which Mt. Hawley rejected after conducting its own inspection and evaluation. (*See Petition, at ¶¶ 7, 9-10*). In connection with the alleged April 10, 2024 tornado damage, Plaintiffs submitted an estimate in the amount

of \$847,925.15 to Mt. Hawley contending it constituted “satisfactory proof of loss;” however, Mt. Hawley paid \$36,187.21 in recoverable covered damages after conducting its own inspection. (*See generally* Petition, at ¶¶ 12-15) The difference between Mt. Hawley’s payment for claimed damages and Plaintiff’s claimed damages clearly exceeds \$75,000. Plaintiffs also seek to recover statutory penalties and attorney’s which are included as part of the amount in controversy. *See St. Paul Reinsurance Co. v. Greensberg*, 134 F.3d 1250, 1253 (5th Cir. 1998).

11. Accordingly, the amount in dispute exceeds \$75,000, exclusive of interest and costs.

REMOVAL PROCEDURE

12. A copy of this Notice of Removal and a notice of the filing thereof will be filed in the State Court Case. A copy of this Notice of Removal will also be served on Plaintiff.

13. A copy of this Notice of Removal is being served upon all know counsel of record in accordance with 28 U.S.C. § 1446(d).

14. In accordance with 28 U.S.C. § 1446(d), a copy of the Notice to the Clerk of Court for the 22nd Judicial Civil District Court for the Parish of St. Tammany, State of Louisiana, which has been filed in that court, is attached hereto as **Exhibit B**.

15. The listing required pursuant to 28 U.S.C. § 1447(b) is filed herewith as **Exhibit C**.

16. In accordance with 28 U.S.C. § 1446(a), attached as **Exhibit A** is a true and complete copy of the record in *Dr. Joshua Leblanc and Alpha Leblanc Properties, LLC vs. Mt. Hawley Insurance Company*, pending as Case No. 20250128, Div. “B,”

17. Mt. Hawley has filed contemporaneously herewith a civil cover sheet.

WHEREFORE, Defendant Mt. Hawley Insurance Company prays that the above-described action now pending in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana, be removed to this Court, and that the Court grant it such further relief to which it has shown itself entitled.

Respectfully submitted,

/s/ Seth A. Schmeeckle

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing instrument is being served upon counsel for Plaintiff in accordance with the Federal Rules of Civil Procedure, on this 26th day of February 2025.

/s/ Seth A. Schmeeckle

Seth A. Schmeeckle